



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**CAPITAL BUDGET INFORMATION SYSTEM MAINTENANCE**

**CATS TORFP PROJECT F10P6200558**

**DEPARTMENT OF BUDGET AND MANAGEMENT**

**THIS TASK ORDER REQUEST FOR PROPOSALS HAS BEEN DESIGNATED AS A SMALL BUSINESS RESERVE IN ACCORDANCE WITH TITLE 14, SUBTITLE 5 OF THE STATE FINANCE AND PROCUREMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED BY CHAPTER 75, LAWS OF MARYLAND 2004. THE TASK ORDER AGREEMENT TO BE AWARDED UNDER THIS TASK ORDER REQUEST FOR PROPOSALS MAY BE AWARDED ONLY TO BUSINESSES MEETING THE QUALIFICATIONS OF A SMALL BUSINESS AS DEFINED IN §14-501(C) OF THE STATE FINANCE AND PROCUREMENT ARTICLE.**

**ISSUE DATE: JUNE 30, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Small Business Reserve (SBR) Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. Only SBR CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those SBR Master Contractors (herein referred to as Master Contractors) deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management, Office of Information Technology and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	Capital Budget Information System (CBIS) Maintenance
<b>Functional Area:</b>	Functional Area 2 – Web and Internet Systems
<b>TORFP Issue Date:</b>	06/30/2006
<b>Closing Date and Time:</b>	07/21/2006; 2:00 PM
<b>TORFP Issuing Agency:</b>	Department of Budget and Management (DBM), Office of Capital Budgeting (OCB)
<b>Send Questions and Proposals to:</b>	Susan Woomer 45 Calvert Street Annapolis, MD 21401
<b>TO Procurement Officer:</b>	Susan Woomer Office Phone Number: 410-260-7191 Office FAX Number: 410-974-5615
<b>TO Manager:</b>	Daniel M. Johnson, Jr. Office Phone Number: 410-767-4978 Office FAX Number: 410-333-7483
<b>TO Project Number:</b>	F10P6200558
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	4 Years
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	Contractor's Location or Department of Budget and Management 45 Calvert Street Annapolis, MD 21401
<b>TO Pre-proposal Conference:</b>	Department of Budget and Management 301 W. Preston Street, 10 <sup>th</sup> floor, Conference Room1008 B Baltimore, MD 21201 07/12/2006 at 10:00 AM

	See Attachment 5 for directions.
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## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DBM's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #F10P6200558. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #F10P6200558 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #F10P6200558 Financial". The proposal document that must be submitted with a signature, Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### **1.4 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 300 W. Preston Street, Suite 307, Baltimore, Maryland 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 8. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 9.

## **1.7 LIMITATION OF LIABILITY CEILING**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE AND BACKGROUND**

#### **2.1.1 PURPOSE**

The Department of Budget and Management, Office of Capital Budgeting (OCB) is issuing this Consulting And Technical Services (CATS) Task Order Request For Proposals (TORFP) to obtain maintenance and enhancement services for the Capital Budgeting Information System (CBIS).

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

The OCB prepares the Governor's annual Capital Budget and develops the five-year Capital Improvement Program, exclusive of Department of Transportation projects. In order for the State to process its capital budget, all agencies are required to submit their capital budget requests to the DBM – OCB. The OCB makes capital budget recommendations to the Governor's Office and the Governor decides what should be presented to the General Assembly. The General Assembly then reviews the capital budget information, makes final budget decisions and enacts the capital budget.

#### **2.1.3 PROJECT BACKGROUND**

The State acquired services for the development of the CBIS Capital Budgeting process, including development of software, documentation, testing, software installation, and support. This new system was implemented into production in September 2004 and has, since then, completed a planned parallel run with its legacy Access system in April 2005.

CBIS allows agencies to electronically submit capital budget requests from their desktops, through the web interface to a central database. OCB budget analysts review the request and update the system with the Governor's recommendations to the State Legislature. OCB staff enters the Governor's and legislative decisions. All Capital Budget reports are generated and printed from CBIS.

#### **2.1.4 PROJECT OBJECTIVES**

- A) Provide Maintenance services for the CBIS application.
- B) Provide Problem Resolution services for the CBIS application.
- C) Provide for Enhancements to the CBIS as required by the OCB staff.
- D) Ensure that the CBIS is available to the stakeholders to produce the annual capital budget.

### **2.2 TECHNICAL REQUIREMENTS**

**2.2.1 PROJECT APPROACH** – This section lists the three categories of services that the TO Contractor shall deliver, Maintenance, Problem Resolution, and Enhancement Development. The following Sections, 2.2.2, 2.2.3, and 2.2.4 detail the process for delivering these services.

The TO Contractor shall provide the following services:

- A) Maintenance
  - 1) Ensure that the operating environment hardware and software platforms, and all database structure and software, and any interface structures remain compatible with existing DBM conditions and infrastructure, as defined in Section 2.2.7 B, D, & J, unless requested otherwise by the State.

- 2) Update all system documentation as required.
- 3) All replacement parts for the servers must be new and from the Original Equipment Manufacturer (OEM), or certified to be equivalent in quality. All substitutions must be pre-authorized by the TO Manager. Use of used parts is strictly prohibited unless agreed to by the TO Manager.
- 4) Develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services, and to ensure the proper operation of the CBIS. The TO Contractor must also recommend hardware upgrades it may identify in the course of providing services.
- 5) CBIS Performance – Establish a Service Level Agreement (SLA) that ensures:
  - CBIS is available to users 99% of the time without bottlenecks.
  - Transactions processed during peak usage are 99% successful.
  - The database server is available 99.9% of the time.
  - The average time for each database query is  $\leq 4$  seconds.
- 6) Production/Backup Servers – With TO Manager approval:
  - Evaluate and install, as needed, new software, upgrades, and/or patches related to operating system, support software, and utilities.
  - Establish and perform test procedures ensuring sound operation of the system.
  - Establish a baseline, tracked quarterly, to show incremental improvements to system performance.
  - Make recommendations for performance improvement and implement as necessary.
  - Monitor servers monthly to ensure operating status and report trends or irregularities to the TO Manager.
- 7) Database - With TO Manager approval:
  - Evaluate and install new software, upgrades, and/or patches related to the system data.
  - Update and perform test procedures ensuring sound operation of the system.
  - Perform database maintenance activities including but not limited to archiving, purging, compressing, and organization. Make recommendations for changes or additions to these procedures.
  - Implement procedures, as necessary, to obtain automated database maintenance.
  - Monitor databases monthly to ensure operating status and report trends or irregularities to the TO Manager.
  - Establish and perform database benchmarks that report database performance.
  - Make recommendations for performance optimization and implement as directed by DBM.

#### B) Problem Resolution

- 1) Provide open-ended service level call support to include phone and on-site assistance with the CBIS. This will be utilized on an as needed basis, and will be paid based on hours consumed.
- 2) Ensure that the CBIS is down only for minimal time (fewer than four hours). Employee vacation, sickness, or lack of availability of parts is not acceptable as an excuse for exceeding this time limitation.
- 3) Utilize a call tracking system for all calls received from the TO Manager to the technical support center. Each call must be assigned a unique “trouble ticket number”, along with a DBM defined

Degree of Severity. The ticket will be given to the TO Manager for tracking purposes. See Section 2.2.3A (Problem Resolution Process) for degrees of severity.

- 4) Diagnosis and resolution of system down and/or equipment outage problems.
  - 5) Diagnosis and resolution of hardware problems.
  - 6) System failover and subsequent recovery.
- C) **Enhancement Development** - Enhancement development includes, but is not limited to the following:
- 1) Development of reports as directed by TO Manager.
  - 2) Add database fields as directed by TO Manager.
  - 3) Perform minor changes to the application such as:
    - Add/Change labels.
    - Modify/create Dynamic Link Libraries (dlls).
    - Modify/create stored procedures.

### 2.2.2 Maintenance Process – The TO Contractor shall:

- A) Develop and execute a transition plan for taking over the maintenance provided under the current TSP task order.
- B) Provide, 15 days subsequent to NTP, a six-month schedule of routine maintenance and testing activities. Subsequent schedules should be provided three weeks prior to the expiration of the previous schedule. All non-routine maintenance, including but not limited to software upgrades, interim releases, etc., requiring significant equipment downtimes or system alteration, must be preauthorized by the TO Manager in advance.
- C) Perform weekly searches to determine the necessity of upgrades/patches to the CBIS hardware and software.
- D) Notify the TO Manager of the criticality of any patch, upgrade, or interim software release prior to installation.
- E) Follow the required guidelines, policies, and methodologies specified in Section 2.2.7 when making updates to the CBIS hardware and software. Examples of these processes include, but are not limited to:
  - 1) Establish and maintain development and test environments.
  - 2) Perform system, regression, performance, security, and User Acceptance Testing (UAT) to any updates to the CBIS. The TO Manager will approve UAT as necessary.
  - 3) Establish and maintain a configuration library and execute version control.
- F) Obtain TO Manager approval of all maintenance fixes prior to installation on the CBIS.

### 2.2.3 Problem Resolution Process

- A) The TO Contractor shall resolve problems reported by the TO Manager in the following degrees of severity within the timeframes specified below:
  - 1) For "**Non-mission Critical**" incidents, the TO Contractor shall contact the TO Manager within two hours after being appraised of a problem to coordinate a response date and time with the State's on-site contact person. Non-mission critical items, as determined by the TO Manager, are items that do not affect the overall system functionality or do not require immediate or critical attention.

- 2) For "**Mission Critical**" incidents the TO Contractor will contact the TO Manager within one hour after being appraised of a problem and shall be on-site to begin troubleshooting and repairs within four hours of being appraised of the problem. Mission Critical items, as determined by the TO Manager, are items that affect the overall system functionality and critical business processes.
  - 3) For "**Catastrophic Failures**" incidents the TO Contractor shall respond within thirty minutes after being appraised of a problem to the DBM site. The TO Contractor shall implement the procedures for Disaster Recovery (as documented in the CBIS Failover Recovery Plan see 2.2.3 C1) in accordance with the direction of the State's on-site contact person. Catastrophic Failures, as determined by the TO Manager, are emergency events that require an immediate response by the TO Contractor.
  - 4) Exceptions to these timeframes must be approved by the TO Manager. Upon requesting an extension, the TO Contractor shall provide an expected completion date for all the repairs at the time of the request.
- B) The TO Manager will notify the TO Contractor of problem incidents by telephone, e-mail, Internet connection, in person or in writing. The State reserves the right to alter the determination of problem incidents up or down as the need arises, and in such a case, the TO Contractor will be notified appropriately by the TO Manager. If the determination is altered by the State, the response timeframe applicable to the altered determination applies. Elapsed time will be calculated beginning with the time of the revised notification.
- C) The TO Manager will provide the TO Contractor with the following information sources for use in the TO Contractor's performance under this TO Agreement. These items will be provided no later than the initial kickoff meeting after contract award:
- 1) System documentation, including CBIS User Manuals, Technical Detail Architecture Document, Failover Recovery Plan, Quality Assurance Plan, Security Plan, Configuration Management Plan, and System Design Document.
  - 2) As applicable and available:
    - Program source code.
    - Copy of the current database in electronic format.
    - Reports as requested.
    - Any updates to the State policies and regulations that affect this contract.
- D) The TO Contractor shall maintain configuration management, as defined in Section 2.2.2E, when making updates to the CBIS hardware and software.

#### **2.2.4 Enhancement Process**

- A) The TO Manager will e-mail a request to the TO Contractor to provide services. The request will include at a minimum:
- 1) The due date and time for submitting a response.
  - 2) Technical requirements and description of the services needed.
  - 3) Performance objectives and/or deliverables, as may be applicable.
  - 4) Testing, Acceptance, Performance and Warranty Periods.
- B) The TO Contractor shall e-mail a response to the TO Manager within the specified time that shall include, at a minimum:
- 1) A detailed written description of any work to be subcontracted, the name and address of any proposed subcontractor(s), and the proposed contractual agreement with the subcontractor.

- 2) A proposed approach to satisfying the requirements of the task and development of task deliverables.
  - 3) A response to the description of the service that details the TO Contractor's understanding of the work.
  - 4) A narrative description of the proposed work plan, including time schedules to accomplish the requisite task. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed and, a GANTT chart.
  - 5) Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
  - 6) The personnel resources, including those of any subcontractors, and estimated hours to complete the task.
  - 7) The maximum time needed to complete the services required.
- C) The TO Manager will review the response and will either, approve the work and provide a NTP or contact the TO Contractor to obtain additional information, clarification or revision to the response. If satisfied, the TO Manager will then issue the NTP.
- D) The TO Contractor shall maintain configuration management, as defined in Section 2.2.7F, when making updates to the CBIS hardware and software.

## **2.2.5 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 6). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 7). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the

deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

#### **2.2.5.1 Deliverable 1 – Maintenance Tasks**

The TO Contractor's timely response and adherence to the Maintenance Process as defined in Section 2.2.2.

#### **2.2.5.2 Deliverable 2 – Problem Resolution Tasks**

The TO Contractor's timely response and adherence to the Problem Resolution process as defined in Section 2.2.3.

#### **2.2.5.3 Deliverable 3 – Enhancement Tasks**

The TO Contractor's timely response and adherence to the Enhancement process as defined in Section 2.2.4.

#### **2.2.5.4 Deliverable 4 – Maintenance Transition Plan**

The timely submission of the Maintenance Transition Plan as defined in Section 2.2.2.

#### **2.2.5.5 Deliverable 5 – Execution of Maintenance Transition Plan**

The execution of the Maintenance Transition Plan as defined in Section 2.2.2.

#### **2.2.5.6 Deliverable 6 – Six Month Schedule of Routine Maintenance**

The timely submission of the Schedule of Routine Maintenance as defined in Section 2.2.2.

#### **2.2.5.7 Deliverable 7 – Execution of Six Month Schedule of Routine Maintenance**

The execution of the Six Month Schedule of Routine Maintenance as defined in Section 2.2.2.

#### **2.2.5.8 Deliverable 8 – Status Reports**

The timely submission of monthly status reports as defined in Section 2.6.

#### **2.2.5.9 Deliverable 9 - End-of-TO Agreement Transition**

The TO Contractor shall support end-of-TO Agreement transition efforts with a Transition Plan that includes, but is not limited to:

- A) A report of any outstanding deliverables and mitigation.
- B) A schedule for completing all services and/or deliverables.
- C) A process, list and date for providing to the State, all source code, object code, design and architecture documentation, and all data files.
- D) Updates of all documentation, including any and all modifications to the system.
- E) Ensure that all required support, training, and transition information to DBM staff for any modifications has been delivered.

**2.2.6 DELIVERABLE/ DELIVERY SCHEDULE**

<b>ID</b>	<b>Deliverables for 2.2.5</b>	<b>Expected Completion:</b>
2.2.5.1	Maintenance Tasks	Ongoing until end of TO Agreement
2.2.5.2	Problem Resolution Tasks	Ongoing until end of TO Agreement
2.2.5.3	Enhancement Tasks	Ongoing until end of TO Agreement
2.2.5.4	Maintenance Transition Plan	NTP + 15 Calendar Days
2.2.5.5	Execution of Maintenance Transition Plan	NTP + 30 Calendar Days
2.2.5.6	Six Month Schedule of Routine Maintenance	NTP + 15 Calendar Days
2.2.5.7	Execution of Six Month Schedule of Routine Maintenance	Recurring every six months
2.2.5.8	Status Reports	1 <sup>st</sup> one due 7 days after kick off meeting, then monthly until end of TO Agreement
2.2.5.9	End-of-Contract Transition	90 days prior to end of TO Agreement

**2.2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) CBIS Failover Recovery Plan.
- F) CBIS Configuration Management Plan.
- G) CBIS Quality Assurance Plan.
- H) CBIS Security Plan.
- I) CBIS Technical Detail Architecture Document.
- J) CBIS Design Document.

- K) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.3 CONTRACTOR STAFF EXPERTISE REQUIRED**

2.3.1 The proposed TO Contractor development staff must document that they have had 2 years of expertise in designing and maintaining applications using the following technologies:

- Microsoft Visual Studio.NET 2003, Enterprise Architect Edition
- Microsoft C#.NET
- Microsoft ASP.NET
- Microsoft Internet Information Services 5.0
- Microsoft Internet Information Services 6.0
- Microsoft.NET Framework SDK 1.1
- Microsoft SQL Server 2000, Standard Edition – SP3
- Microsoft Visual SourceSafe 6.0d
- eHelp RoboHelp Online Help System
- Alchemy Labs Alchemy Eye Monitoring Software
- e.magination PowerBlock.NET Building Blocks
- Crystal Reports.NET

2.3.2 The TO Contractor hardware support staff must also document that they have had 2 years of expertise in providing support and maintenance for the following hardware and operating systems:

- Microsoft Windows Server 2000, Standard Edition – SP4
- Microsoft Windows Server 2003, Enterprise Edition
- Dell PowerEdge 2650
- Dell PowerEdge 2600
- Dell PowerEdge 1650
- Dell PowerEdge 650

## **2.4 CONTRACTOR QUALIFICATIONS**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing Microsoft Certified Solution Developer (.NET) services.

## **2.5 INVOICING**

The Contractor shall invoice for services rendered in accordance with the order process defined below:

- A) Deliverables - Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in Section 2.2.5 and Section 2.2.6
- B) Maintenance - Payment for maintenance work performed will be made upon submission of an invoice accompanied by a monthly status report signed by the TO Manager as defined in Section 2.6
- C) Problem Resolution - Payment for problem resolution work performed will be made upon submission of an invoice accompanied by a monthly status report signed by the TO Manager as defined in Section 2.6
- D) The Contractor shall provide an explanation and supporting documentation for all billing inquiries and disputes within ten business days of initial contact by the TO Manager. All work performed shall be billed no later than the month following the month in which the services are rendered and accepted by the TO Manager.

- E) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form, Attachment 8, is not submitted.
- F) The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.
- G) The TO Contractor shall provide documentation of time of employees, or sub-contractors for each work order. The documentation shall be either certified employee time sheets or electronic time keeping records certified by the TO Contractor's Contract Administrator to be the actual time worked by the employees, or its subcontractors in the performance of the work associated with the Notice To Proceed or problem incident.

### **2.5.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DBM as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the DBM at the following address:
 

Daniel M. Johnson, Jr.  
DBM, Task Order Manager  
300 W. Preston Street, Room 307  
Baltimore, Maryland 21201
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **2.6 MONTHLY STATUS MEETINGS AND REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct monthly status meetings. A monthly status report shall be submitted three days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- A) TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Status Report” to be included in the e-mail subject line.
- B) Work accomplished during the monthly period broken-down into the following categories:
  - 1) Maintenance work performed.
    - i. Patches/upgrades applied.
    - ii. Upcoming maintenance.
    - iii. Recommended upgrades.
  - 2) Enhancement work performed.
    - i. Scope creep.

- ii. Deviation from the work plan.
  - iii. Deliverable progress
- 3) Problem resolution work performed.
  - i. Problem areas
  - ii. Problems resolves/unresolved during period
- C) Planned activities for the next reporting period.
- D) Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- E) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- F) Any issues that require the attention of the TO Manager.

## **2.7 CHANGE ORDERS**

**If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by the TO Manager.**

## **SECTION 3 TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 10 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

##### **A) Proposed Services – Work Plan**

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements defined in Section 2.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.6).
- 7) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) **Acceptance Criteria:** A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

##### **C) Subcontractors**

- 1) Identify all proposed subcontractors, and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type, and duration of contract(s) supporting the reference.
  - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - A) The State contracting entity,
  - B) A brief description of the services/goods provided,
  - C) The dollar value of the contract,
  - D) The term of the contract,
  - E) Whether the contract was terminated prior to the specified original contract termination date,
  - F) Whether any available renewal option was not exercised,
  - G) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Submit completed Attachment 3 - Conflict of Interest Affidavit and Disclosure form.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 - Completed Financial Proposal, including:

- 1) On the Price Proposal Attachment 1, identify the proposed labor category and record the hourly labor rate for all labor categories that are being proposed.
- 2) Multiply Hourly Labor Rate (column A) by Total Class Hours (column B) and place answer in Total Proposed CATS TORFP Price (column C).
- 3) Rates must be clearly typed with dollars and cents, e.g., \$24.15.
- 4) All rates must be the actual price the State shall pay for the proposed labor category per this TORFP and may not be contingent on any other factor or condition in any manner. The hourly labor rate cannot exceed the Master Contract rate, but may be lower.
- 5) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices.

## **SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A) Qualifications of the Master Contractor and proposed personnel in meeting the minimum qualifications set forth in the Master Contract and Section 2 of this TORFP.
- B) Overall understanding of the work required, quality of the approach, schedule and methodology for completing the requirements of this TORFP, and proposed solution.
- C) Experience, capability and references for the Master Contractor and proposed subcontractors.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive an e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

## ATTACHMENT 1 – PRICE PROPOSAL

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours (Annual)	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)			\$
Maintenance	\$	300	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Problem Resolution	\$	250	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Enhancements	\$	400	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Evaluated Price</b>			\$

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE



## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS TORFP# F10P6200558 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the DBM - OCB, as identified in the CATS TORFP # F10P6200558.
  - b. “CATS TORFP” means the Task Order Request for Proposals # F10P6200558, dated June 30, 2006, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland DBM and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means Susan Woomer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between DBM and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Daniel M. Johnson of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 5 year, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$200,000. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as defined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions defined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, DBM

\_\_\_\_\_  
By: Ellis Kitchen  
State Chief Information Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

### **ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.



# **ATTACHMENT 5 – DIRECTIONS**

## **TO THE TASK ORDER PRE- PROPOSAL CONFERENCE**

301 W. Preston Street, 10<sup>th</sup> floor, Conference room 1008B  
Baltimore, MD 21201

### **From I-95 or 295**

- Take I-395 to Martin Luther King, Jr. (MLK) Boulevard exit.
- Follow MLK Boulevard to Eutaw Street.
- Make a left turn onto Eutaw.
- Make a right turn onto Preston Street.
- This is the State Office Center Complex. 301 West Preston Street is located on the right side of the street.

### **From I-83**

- Take the Saint Paul Street exit.
- Go to the first light and make a right onto Preston Street.
- Pass in front of the Meyerhoff Center.
- Cross over the light rail tracks and turn left on Howard Street.
- Make a right turn on Preston Street.
- This is the State Office Center Complex. 301 West Preston Street is located on the left side of the street.

### **From 97**

- Take 695 West (Towson) exit to 295 exit (Baltimore Washington Parkway/Baltimore).
- Continue until you reach the 395 exit, Martin Luther King, Jr. Boulevard (MLK).
- Follow MLK Boulevard to Eutaw Street.
- Make a left turn onto Eutaw.
- Make a right turn onto Preston Street.
- This is the State Office Center Complex. 301 West Preston Street is located on the right side of the street.

**Parking Instructions** – There is no free parking in the area. The following parking areas charge a fee:

- State Parking Lot – Located next to 300 W. Preston Street.
- Symphony Center Garage – Located directly across Park Ave. from the Meyerhoff. Enter the garage from Park Avenue.
- Maryland General Garage - Take MLK past U.S. Route 40 about six blocks to Linden Avenue. Turn right and the garage is located on right.

**ATTACHMENT 6 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

TORFP Title: CBIS Maintenance

TO Agreement Number: #F10P6200558

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Daniel M. Johnson, Jr.

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.5 OF THE TORFP.

## ATTACHMENT 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Budget and Management

TORFP Title: CBIS Maintenance

TO Manager: Daniel M. Johnson, Jr. 410-767-4978

**To:**

The following deliverable, as required by TO Agreement #F10P6200558, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.5 OF THE TORFP.

## ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #F10P6200558 for Capital Budget Information System Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a TO Proposal, the OFFEROR shall return the Confidential Information to Susan Woomer, DBM on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

## ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Department of Budget and Management (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Capital Budget Information System Maintenance TORFP No. F10P6200558 dated June 30, 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**DBM:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

**EXHIBIT A**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN  
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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## ATTACHMENT 10 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [oitplo@dbm.state.md.us](mailto:oitplo@dbm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Capital Budget Information System Maintenance
TORFP Project Number:	F10P6200558

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ( ) MBE requirements. (Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other: \_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email \_\_\_\_\_